This instrument prepared by
Stewart, Davis & Humphrey, P.C.
3800 Colonnade Parkway
Suite 650
Birmingham, Alabama 35243

STATE OF ALABAMA
JEFFERSON COUNTY

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, James R. Arthur and wife, Kathleen A. Arthur, have become justly indebted to Daniel H. Brannon and wife, Mary W. Brannon (hereinafter called "Mortgagee") in the sum of Forty-Two Thousand Two Hundred Fifty and No/100 Dollars ($42,250.00), evidenced by a promissory note of even date herewith;

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment of the same at maturity, the undersigned James R. Arthur and wife, Kathleen A. Arthur (hereinafter called "Mortgagor") do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to-wit:

> Lot 2, according to the Survey of Crystal Lake Estates, Phase I, as recorded in Map Book 12, Page 16, in the Office of the Judge of Probate of Shelby County, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.

THERE IS NO PREPAYMENT PENALTY FOR EARLY PAYMENT OF THIS LOAN.

Said property is warranted free from all encumbrances against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever. For the purpose of further securing the payment of said indebtedness, the Mortgagor agrees to pay all taxes or assessments when legally imposed upon said premises and should default be made in the payment of same, said Mortgagee has the option of paying off the same. To further secure said indebtedness, the Mortgagor agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning, and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagee with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies or any renewals of said policies to said Mortgagee. If the Mortgagor fails to keep said property insured as above specified or fail to deliver said insurance policies to said Mortgagee, then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness less cost of collecting same. All amounts so expended by said Mortgagee for taxes, assessments, or insurance shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage and bear interest from the date of payment by said Mortgagee and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays said indebtedness and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments, and insurance and the interest thereon, then this conveyance shall be and become null and void, but should default be made in the payment of any sum expended by the said Mortgagee or should said indebtedness hereby secured or any part thereof or the interest thereon remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen without regard to the existence or nonexistence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable and this mortgage subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and, with or without first taking possession, after giving notice by publication once a week for three (3) consecutive weeks the time, place, and terms of sale in some newspaper published in said county and state, to sell the same in lots or parcels or en masse as Mortgagee may deem best in front of the Courthouse door in said county at public outcry to the highest bidder for cash and apply the proceeds of said sale: first, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, and other encumbrances, with interest thereon; third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagor. The undersigned further agrees that said Mortgagee may bid at said sale and purchase said property if the highest bidder therefor as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent or attorney-in-fact, and the Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed said fee to be a part of the debt hereto secured.

Any estate or interest herein conveyed to said Mortgagee or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs and agents and assigns of said Mortgagee.

IN WITNESS WHEREOF, the said James R. Arthur and wife, Kathleen A. Arthur, have hereunto set their hands and seals on this the 17th day of June, 1993.

James R. Arthur
James R. Arthur

Kathleen A. Arthur
Kathleen A. Arthur

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that James R. Arthur and wife, Kathleen A. Arthur, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 17th day of June, 1993.

Notary Public

My commission expires: 1/24/94

[NOTARIAL SEAL]

Inst # 1993-19084

06/29/1993-19084
05:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 74.95